

Pramod Kumar Vs. the Icici Bank Limited Rep. by Its Regional Manager

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Court : Andhra Pradesh State Consumer Disputes Redressal Commission
SCDRC Hyderabad

Decided On : Jan-29-2014

Judge : The Honourable Mr. R. Lakshminarasimha Rao, Member & the Honourable Mr. Thota Ashok Kumar, Member

Appeal No. : F.A.No. 888 of 2012 Against C.C.No. 898 of 2010 District Forum-I Hyderabad

Appellant : Pramod Kumar

Respondent : The Icici Bank Limited Rep. by Its Regional Manager

Judgement :

Oral Order: (R. Lakshminarasimha Rao, Member)

1. The unsuccessful complainant is the appellant. The averments of the complaint are that the appellant is the member of credit card bearing No.4477 4737 2623 1009 issued by the respondent with effect from 30.07.2008. The appellant paid a total amount of Rs.1,17,778 against the demanded amount of Rs.1,15,818/-. The appellant had paid excess amount of Rs.4,057/- to the respondent and in spite of collecting the excess amount the matter was reported to CIBIL. Due to reporting the matter to CIBIL by the respondent the appellants two proposals have been turned down by other bankers. The appellant informed the respondent by his letter dated 7.7.2009 that he is ready to settle the matter with respondent by paying the

due amount if any with it. If the matter is not settled, the respondent is liable to pay Rs.3 lakhs towards compensation for causing defamation. The appellant got issued notice dated 20.08.2010 demanding the respondent to refund the excess amount of Rs.4,957/- along with interest @ 24% p.a. along with compensation of Rs.3 lakhs and damages of Rs.one lakh.

2. The respondent resisted the case contending that as per the terms and conditions of the credit card scheme, the appellant had to make the payments and if any amount is paid less than the total amount due appropriate charges and interest will be levied on the unpaid amount. The appellant had not paid any excess amount. The appellant is still due an amount of Rs.17,211/- as on 5.1.2011. All the credit ratings will be updated to in CIBIL on submission of payment details to the RBI who in turn report to CIBIL and in case there are any outstanding dues the status will be shown as negative ratings. Complaining to the CIBIL or deleting the appellants name from the CIBIL by the respondent will not be made by the respondent.

3. The appellant filed his affidavit and the documents, EXs.A1 to A25. The legal officer of the respondent bank filed his affidavit and the documents, Exs.B1 to B11.

4. The District Forum dismissed the complaint on the premise that the appellant failed to prove that he paid an excess amount of Rs.4,957/-. It is observed by the District Forum that the appellant can approach the respondent bank for an amicable settlement of the matter and for deletion of his name on the list maintained by CIBIL.

5. Aggrieved by the order of the District Forum, the complainant filed the appeal contending that the District Forum failed to understand concept consumerism and came to an incorrect conclusion. It is contended that the District Forum failed to see that there is no such man by name B.Gowdi on employment with the respondent.

6. The point for consideration is whether the order of the District Forum is vitiated by misappreciation of facts or law?

7. The appellant is account holder with the respondent bank and he availed on 30.7.2008 credit card facility under credit card number 4477 4737 2623 1009, Customer ID No.2762227 It is not disputed that the terms and conditions in vogue and contained in the booklet provided to the appellant are binding on both the parties. The appellant has used the card from 28.6.2008 till 5.1.2011 and paid the amount beyond the due date stipulated therefor. The Statement of the bill amount and particulars of payment is shown below:

S.No.	Statement Dated	Due Date	Total Amount Due	Paid Amount	Paid Date
1.	28.06.2008	16.07.2008	32776.71	32777	16/07/2008 Cheque
2.	29.07.2008	17.08.2008	742.75	0	26/09/2010 Cash
3.	28.08.2008	15.09.2008	41911.14	100	26/10/2010 Cash
4.	28.09.2008	16.10.2008	58490.52	13425	20/10/2008 Cheque
5.	28.10.2008	16.11.2008	62321.3	55290	05/11/2008 and 11/11/2008 Cheque
6.	28/11/2008	16.12.2008	9417.1	3000	20/12/2008 cash
7.	28/12/2008	15/01/2009	10361.09	0	NIL
8.	28.01.2009	15.02.2009	22926.23	11786	07/02/2009 and 23/02/2009
9.	28.02.2009	18.03.2009	10258.52	1500	12.03.2009 cheque
10.	29.03.2009	16.04.2009	10730.16	0	NIL
11.	05.01.2011	23.01.2011	17211.01	0	NIL

8. As per clause (c) of terms and conditions of credit card statement, the respondent bank would issue the statement on monthly basis for all the charges incurred by the use of card and the appellant is required to pay minimum balance amount which is 5% of the total amount due. The minimum amount due for the current bill includes the unpaid minimum amount due of the previous statements and in case his cash withdrawals exceeds his cash limit, his minimum amount due would be either 5% of the total amount due or the amount by which he exceeded his cash limit, whichever is higher. He is liable to pay interest on the amount due even after payment of minimum amount due. Sub-clause (i)(ii) of clause (c) of terms and conditions of the statement reads as under:

(c) BILLING

(i) Billing Statement: All Card-Members will be billed on a monthly basis for all charges incurred by the use of Card and for all charges applicable to the Card Account. However there may be no statement generated for the period in which there has been no outstanding due and no transaction on the account in the past month. The billing Statement will be dispatched on monthly basis to customers on the mailing address as per our records by post.

(ii) Minimum Amount Due: Without prejudice to the liability of the Card-Member to immediately pay all charges incurred, the Card-Member may exercise the option to pay on or before the payment due date, only the Minimum Amount Due (MAD) indicated in the Statement. The Minimum Amount Due shall be 5% of the Total Amount Due or such other amount as may be determined by ICICI Bank at its sole discretion. If there is some unpaid Minimum Amount Due of the previous Statements, these will also be added to the minimum Amount Due of the current Statement. If the total outstanding is more than the Credit Limit, then the amount by which the Credit-Limit has been exceeded will also be included in the Minimum Amount Due. If the Card-Members Cash Withdrawal exceeds his/her Cash-Limit, whoever is higher. If you spend Rs.5,000/- and pay back exactly the Minimum Amount Due (subject to a minimum amount of Rs100) every month, it will take you up to 6 years and 6 months to pay back the total amount. We therefore suggest that whenever your cash flow allows pay back an amount substantially more than

your Minimum Amount Due. Interest will be charged even if minimum amount due has been paid.

9. The appellant attributed delay in clearing the bill amount to the respondent bank for the delay caused on its part in dispatching the statement of account. The appellant requested the respondent bank through letter dated 27.10.2008 not to charge interest, service tax or any other charges, for the delay in receiving the statements by him. The respondent bank blocked the appellants credit card on account of the appellants failure to pay the amount due under the credit card account. The appellant addressed letter to the respondent bank requesting the bank to refund the amount of Rs.1,500/- and for furnishing of information as to whether the bank reported his status to CIBIL. The letter reads as under:

We regret we have not received any reply to our email no.MA/PK/65102 of 10th instant nor any action even after calling of your Mr.K.Srinivas Chary of GRA Agencies his identity card No.1158601 who promised to recredit all the wrong debits and promised to call back but did not turn up nor any action, to and despite our many meeting your Mr.Khaja your customer care officer on 26.6.2009. This is indeed very bad.

We are not due to you anything which please note. You are liable to refund Rs.1,500/- paid at your instant and assurance in respect of compact international.

Please let us know immediately if you have reported the matter to CIBIL which amounts to defamation and make you liable for damages which please note.

10. The interest and the rate of interest to be charged is mentioned in (a)(ii) of the terms of the statement of account and it mandates that if the card holder does not pay back the previous bills in full and on all cash advances from the date of transaction till the date of settlement. The rate of interest is mentioned as 3.40% per month initially which is annualized for blue, silver and gold cards and in case of platinum and titanium cards the rate of interest @ 3.15% per month is annualized. The applicable rate of interest for the card holder depends on the card usage, pattern and payment record and it may increase up to a maximum of 3.04% in case the card holder committed default in payment of the outstanding due.

11. The appellant addressed letter dated 7.7.2009 to the respondent bank informing the respondent bank that he is not due any amount and requested for furnishing of copy of complaint made as regards to his status to CIBIL. The appellant had also requested the respondent bank to withdraw complaint lodged before CIBIL. In reply to the enquiry made by the appellant through letter dated 4.7.2009 made by the appellant, the respondent bank advised him to contact its employee Mr. Godi B. The appellants request for withdrawal of complaint made by the respondent bank to CIBIL cannot be considered till he made payment of entire outstanding due on the credit card account.

12. CIBIL is an authority which would maintain credit ratings of the borrower of the banks. The bank through RBI would refer the status of the loan account of the borrower to CIBIL and depending upon payment status, his credit ratings will be updated by CIBIL. Thus, the appellant cannot request to update his account status without clearing the outstanding due amount. On this score no deficiency in service can be found on the part of the respondent bank particularly where the appellant is due a sum of Rs.17,211/-, the payment of which amount will only be the criterion for closure of his credit card account. Unless the appellant clears the total amount, his credit rating cannot be effected by CIBIL.

13. Insofar as the request made by the appellant to the respondent bank to furnish particulars of the complaint made by the respondent bank to CIBIL and also request made for furnishing of the particulars of payment to Compact International which was paid and protested by the appellant, we find deficiency in service on the part of the respondent bank as the respondent failed to furnish the particulars of payment etc., sought for.

14. The District Forum has not considered the plea of the appellant that there is no an employee by name B. Godi with the respondent bank and the appellant could not contact the specified person for redressal of grievance reported to the respondent bank. For the foregoing reasons, we hold the appellant entitled to compensation to the extent of Rs.3,000/- Accordingly, the order of the District Forum is liable to be set aside.

15. In the result, the appeal is allowed setting aside the order of the District Forum. Consequently the complaint is allowed directing the respondent/opposite party to pay Rs.3,000/- to the appellant. There shall be no separate order as to costs. Time for compliance four weeks.

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